

# **EXHIBIT**

**A**

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A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

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September 17, 2004

**VIA E-MAIL**

Steven A. Zalesin, Esq.  
Patterson, Belknap, Webb, and Tyler LLP  
1133 Avenue of the Americas  
New York, NY 10036-6710

Re: Columbia University/Johnson & Johnson

Dear Steve:

I am writing to follow up on our discussions regarding the Covenant Not to Sue filed on September 1, 2004 ("Covenant"). I can confirm the following on behalf of Columbia:

1. Under the Covenant, Johnson & Johnson has no liability for patent infringement with respect to EPO, or for royalties under the 1989 license agreement with respect to EPO, unless a reissued version of the '275 patent contains claims that are not the same as or substantially identical to claims of the '275 patent as it currently reads.

2. Columbia does not seek, and will not require, payment of royalties under the 1989 license agreement for activities that occurred in the United States after August 16, 2000, the expiration date of the '216, '665, and '017 patents, based on the existence of a later expiring foreign patent, except to the extent that Johnson & Johnson's conduct infringed such later expiring foreign patent under the patent laws of the relevant foreign jurisdiction.

Very truly yours,



David I. Gindler

DIG:mc